

Old Inland Pit

OIPSF 9.1
ICPPR 8.0

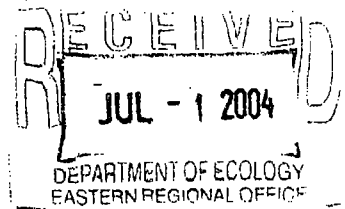
ORIGINAL FILED OR RECORDED 10-27-04

MAR 15 2002

COUNTY AUDITOR
SPOKANE COUNTY WA

AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:

Jerry R. Neal
Preston Gates & Ellis LLP
601 West Riverside Avenue #1400
Spokane, WA 99201
Tel. No. 509-624-2100



**AMENDED DECLARATION OF RESTRICTIVE
COVENANTS RUNNING WITH THE LAND**

Original Recording No. 4319320

This Amended Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030 and WAC 173-340-440 by (b) (6) Grantors, (hereinafter referred to as "Owner"). This Amended Declaration of Restrictive Covenants Running with the Land is required by the Washington State Department of Ecology, Grantee ("Ecology"), and supersedes all prior restrictive covenants.

As the Owner in fee simple of that certain real property situated in the County of Spokane, State of Washington, Parcel No. 45024.9010, bounded and described as follows:

That portion of the East half of the South half of the South half of the Northeast quarter of the Southeast quarter of Section 2, Township 25 North, Range 44 East, Willamette Meridian, Spokane County, Washington, lying westerly of the following described line:

COMMENCING at the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 2; thence N89°52'55"W 274.00 feet along the north line of said SE ¼ SE ¼, to the POINT OF BEGINNING;

Thence N00°35'56"W 163.00, parallel with the East line of said Section 2; thence N25°27'02"E 152.66 feet; thence N00°35'56"W 29.00 feet, more or less, to the North line of the South half of the South half of the Northeast quarter of the Southeast quarter of said Section 2; thence West S89°51'40"E 454.4 feet along the North Line of S ½ S ½ NE ¼ SE ¼; thence South N00°35'56"W 329.84 feet; thence East N89°52'55"W 387.4 feet to the POINT OF BEGINNING

(hereinafter referred to as the "Property")

AMENDED DECLARATION OF RESTRICTIVE
COVENANTS RUNNING WITH THE LAND - 1
K:\26163\00001\XRHXRH_021DY

COPY



The Owner hereby declares and establishes the following amended restrictive covenants on the Property. These covenants are to run with the land and shall be binding upon the Owner and all persons who may later become the Owner or Owners of the Property or any part thereof and all parties claiming under them in perpetuity.

The amended restrictive covenants hereby declared and established are as follows:

1. The Owner of the Premises must give written notice to Ecology, or to a successor agency, of the Owner's intent to convey any interest in the Premises at least thirty (30) days prior to such conveyance.
2. In the event that the Owner, any person or persons who may later own the Premises or any interest therein or any person claiming by, through or under them, proposes to use the Premises in a manner which is inconsistent in any way with these restrictive covenants, such person must give prior written notice to Ecology of its proposal and may use the Premises as proposed only after such proposal is approved in writing by Ecology.
3. No drilling for groundwater may occur on any portion of the hereinbefore described property.
4. No excavation of any kind including drilling or digging deeper than 15 feet below ground surface may occur on any portion of the property described above.
5. Ecology and its designated representatives, shall have the right to enter the premises at reasonable times for the purpose of inspecting records and evaluating compliance with these restrictive covenants. Any activity on the property that may be in violation of these restrictive covenants is prohibited.

IN WITNESS WHEREOF, Owner has caused this instrument to be signed and sealed on its behalf by its officers thereunder duly authorized this 4th day of February, 2001.

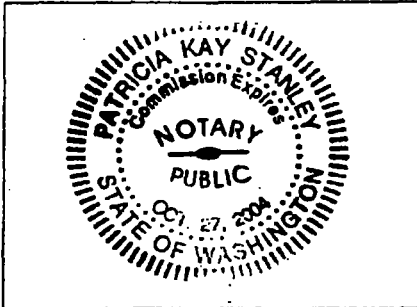
James F. and Billie A. Etter

By James F. Etter
James F. Etter

STATE OF WASHINGTON)
) ss:
COUNTY OF Spokane)

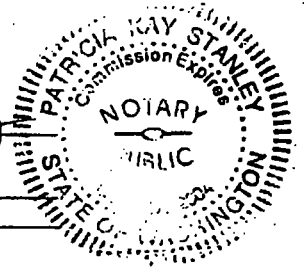
I certify that I know or have satisfactory evidence that James F. Etter is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Feb 4, 2002



(Use this space for notarial stamp/seal)

Patricia Kay Stanley
Notary Public
Print Name Patricia Kay Stanley
My commission expires 10-27-04



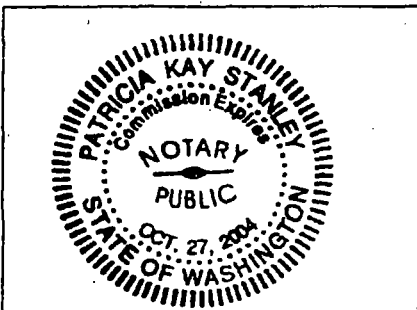
(b) (6)

By _____

STATE OF WASHINGTON)
) ss:
COUNTY OF Spokane)

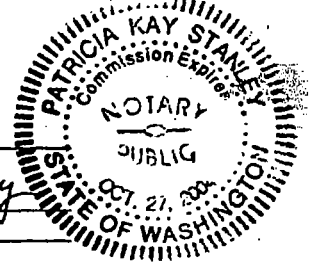
I certify that I know or have satisfactory evidence that Billie A. Etter is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Feb 4, 2002



(Use this space for notarial stamp/seal)

Patricia K Stanley
Notary Public
Print Name Patricia Kay Stanley
My commission expires 10-27-04





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Page: 1 of 2
12/28/2000 01:45P
Spokane Co WA

Filed for Record at Request of:

JAMES J. WORKLAND, ESQ.
Workland & Witherspoon, PLLC
714 Washington Mutual Financial Center
601 West Main Avenue
Spokane, WA 99201-0677

QUIT CLAIM DEED

THE GRANTORS, (b) (6) husband and wife, for
and in consideration of: NONE, convey and quit claim to TWO JIMS, L.L.C., a
Washington limited liability company, the following-described real estate,
situate in the County of Spokane, State of Washington, including any interest
therein which Grantor may hereafter acquire:

The East half of the South half of the South half of the Northeast
quarter of the Southeast quarter; and the East half of the North
half of the North half of the Southeast quarter of the Southeast
quarter; all in Section 2, Township 25 North, Range 44 East W.M.,
in Spokane County, Washington;

EXCEPT that portion thereof conveyed to Spokane County for road by
Deed recorded December 15, 1942, under Auditor's File no. 569408A

Tax Parcel No. 45024-9010 and 45024-9011

SUBJECT TO: covenants, conditions, reservations, restrictions and
easements of record.

DATED, this 30th day of November, 2000.

(b) (6)

12/28/2000 CBG

\$2.00 200018379

GIFT MEMORANDUM

TWO JIMS, L.L.C.

(b) (6) own, as community property, a 100% membership interest in TWO JIMS, L.L.C., a Washington limited liability company, held in his name. Effective the 29th day of December, 2000, for and in consideration of love and affection, (b) (6) (b) (6) hereby irrevocably convey the following membership interest to the following Grantee, as his sole and separate property:

(b) (6) Ten Percent (10%) membership interest
valued at \$ 16,155, less 45 percent (45 %) discount for lack of marketability and lack of control for a net value of \$ 8,885 (b) (6)
